

Skokie Valley Bike Path; Maintenance: Village of Lake Bluff Agreement

Accounts Payable (1) cert.
Transportation (2) cert.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR SEPTEMBER, A.D. 2007 SESSION
JANUARY 15, A.D., 2008

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement with the Village of Lake Bluff for the Village's maintenance of the Skokie Valley Bike Path from IL Rte. 176 to the Village's south corporate limits.

WE RECOMMEND adoption of this Resolution.

	Aye	Nay		Aye	Nay
<u>Ann O'Kelly</u> ✓			<u>Mike A</u> x		
Chair			Chair		
<u>David S</u>			<u>Ann Flannery</u> ✓		
Vice-Chair			Vice-Chair		
<u>Michael Z. Abbott</u> ✓			<u>Jim</u> ✓		
<u>Ann B. Marie</u> ✓			<u>Swanson</u> ✓		
<u>Theresa Drizgas</u> ✓			<u>Ann O'Kelly</u> ✓		
<u>Lucas L. Brumback</u> ✓			<u>DD</u>		

Public Works and Transportation Committee

Financial and Administrative Committee

RESOLUTION

WHEREAS, the right-of-way of the former Chicago, North Shore and Milwaukee Railroad from south of IL Rte. 176 to the county line of Lake County/Cook County is being developed into a bike path named the Skokie Valley Bike Path; and

WHEREAS, Lake County proposes to have constructed that portion of said bike path from Laurel Avenue within the City of Lake Forest and extending northerly to IL Rte. 176 within the Village of Lake Bluff, and including a tunnel crossing beneath the Union Pacific Railroad; and

WHEREAS, Lake County and the Village of Lake Bluff are desirous of entering into an agreement for the maintenance of the portion of said bike path within the corporate boundaries of the Village of Lake Bluff, a draft copy of which is attached hereto, setting forth the terms and obligations to each agency.

NOW, THEREFORE BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chair of the Lake County Board, the County Clerk, and the County Engineer are authorized to execute an agreement regarding the maintenance of the Skokie Valley Bike Path within the Village of Lake Bluff. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the County Board and the County Clerk.

Dated at Waukegan, Illinois
this 15th day of January 2008

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF LAKE BLUFF
FOR THE MAINTENANCE OF THE
SKOKIE VALLEY BIKEWAY**

THIS AGREEMENT entered into this _____ day of _____, A.D. 20____, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF LAKE BLUFF, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as the VILLAGE.

WITNESSETH

WHEREAS, the COUNTY is desirous of constructing the Skokie Valley Bikeway, hereinafter referred to as the BIKEWAY, on the Commonwealth Edison Company, hereinafter COM ED, right-of-way located adjacent to the Union Pacific Railroad in the western portion of the VILLAGE, from Illinois Route 176 south to the VILLAGE's corporate limits, in accordance with the provisions of one (1) or more recreational lease agreements with COM ED, hereinafter referred to as the COM ED AGREEMENTS. Said COM ED AGREEMENTS by reference herein are hereby made a part hereof; and

WHEREAS, the VILLAGE is desirous of having the BIKEWAY constructed upon said COM ED right-of-way within the VILLAGE's corporate limits; and

WHEREAS, the VILLAGE is desirous of entering into an agreement with the COUNTY regarding the maintenance of said BIKEWAY; and

WHEREAS, said COM ED AGREEMENTS include provisions for the maintenance of the right-of-way subject to the COM ED AGREEMENTS; and

WHEREAS, said COM ED AGREEMENTS permit the COUNTY the right to enter into agreements with the VILLAGE as to the maintenance of the BIKEWAY and the applicable portions of the COM ED right-of-way subject to the COM ED AGREEMENTS.

NOW, THEREFORE, for and in consideration of the mutual covenants herein

made and pursuant to all applicable statutes and local ordinances, the COUNTY and the VILLAGE do hereby enter into the following:

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. The VILLAGE agrees to perform routine maintenance, at its expense, on the completed BIKEWAY, identified in EXHIBIT A of THIS AGREEMENT, and a fifty (50) feet wide corridor, the centerline of which shall be congruent with the centerline of the BIKEWAY, in accordance with the terms and conditions of the COM ED AGREEMENTS, that is within the corporate limits of the VILLAGE.
3. It is mutually agreed by and between the parties hereto that for the purposes of THIS AGREEMENT, routine maintenance of the BIKEWAY shall be construed to mean the inspection of the BIKEWAY on a regular basis for all defects and/or deficiencies and the removal from the BIKEWAY of debris and all other potential hazards, impediments or obstructions to bicycle and pedestrian traffic, and the repair of potholes. Specifically excluded as routine maintenance activities to be performed by the VILLAGE are changes to the geometrics, surface type, shoulder type, design characteristics, resurfacing, replacement, reconstruction, widening or expansion of the BIKEWAY.

It is further agreed that for the purposes of THIS AGREEMENT, major maintenance of the BIKEWAY shall be construed to mean the correction of any defects and/or deficiencies in the construction of the BIKEWAY, resurfacing, replacement, reconstruction, widening or expansion of the BIKEWAY.
4. The COUNTY's County Engineer may propose, from time to time for approval by the VILLAGE, additional portions of completed BIKEWAY to be maintained by the VILLAGE. Such proposals shall be in writing to the VILLAGE'S Village President and include a time and a date when such maintenance shall begin. The VILLAGE's Village President shall, within ten (10) days of the receipt of said proposal, reply to the COUNTY's County Engineer indicating acceptance or rejection of the proposed maintenance limits, time and date. If the proposal is accepted by the VILLAGE, EXHIBIT A of THIS AGREEMENT shall be so modified.
5. Either the COUNTY or the VILLAGE may terminate the maintenance

THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.

10. It is mutually agreed by and between the parties hereto that the Provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
11. That THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
12. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the parties hereto relating to the subject matter hereof.
13. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
14. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
15. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party hereto shall assign its rights or delegate its duties as set forth in THIS AGREEMENT without the express written consent of the other party.

16. THIS AGREEMENT takes effect on the first day of the month immediately after the completion of construction, and acceptance by the COUNTY's County Engineer, of the BIKEWAY as described in EXHIBIT A of THIS AGREEMENT.
17. THIS AGREEMENT shall remain in full force and effect for such a period of time as the BIKEWAY remains in place as constructed, unless sooner terminated pursuant to Paragraph 5 of THIS AGREEMENT.

ATTEST:

Clerk, Village of Lake Bluff

VILLAGE OF LAKE BLUFF

By: _____
Village President
Village of Lake Bluff

Date:

RECOMMENDED FOR EXECUTION

Lake County
County Engineer/Director of Transportation

ATTEST:

Clerk
Lake County

COUNTY OF LAKE

By: _____
Chair
Lake County Board

Date: _____

EXHIBIT A

IDENTIFICATION OF THE BIKEWAY
TO BE MAINTAINED BY THE VILLAGE

EXHIBIT A

Following is the identification of the BIKEWAY to be maintained by the VILLAGE.

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Maintenance Begins</u>
IL Route 176	South Corporate Limits	COUNTY constructed paved BIKEWAY.	Upon completion of construction and acceptance of construction by the COUNTY's County Engineer.